



AUSTIN CITY CLERK
POSTING: DATE **AMENDMENT OF RESTRICTIVE COVENANT**
FOR
2009 JUN 1 PM 2 21 **ZONING CASE NO. C14-84-457**

Owner: Chrysler Realty Company LLC, a Delaware limited liability company, successor by conversion to Chrysler Realty Corporation, a Delaware corporation

Address: 1000 Chrysler Drive, CIMS 485-04-25, Auburn Hills, MI 48326-2766

City: The City of Austin, a home-rule city, municipal corporation and political subdivision of the State of Texas, in Travis County, Texas.

City Council: The City Council of the City of Austin

Consideration: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the Owner to the City of Austin, the receipt and sufficiency of which is acknowledged.

WHEREAS, TAPP Development Co. Ltd., a prior owner of approximately 16.113 acres of real property located along the access road of South IH 35 ("Restricted Parcel"), imposed certain restrictions and covenants on that real property for the City's approval of Zoning File No. C14-84-457, by that Restrictive Covenant recorded in the real Property Records of Travis County, Texas in Volume 9965, Page 636 (the "Restrictive Covenant").

WHEREAS, the Restrictive Covenant provides that the Restricted Parcel may only be used for Automotive Sales Dealerships and further provides that the Restrictive Covenant may only be modified, amended, or terminated by joint action of both (a) a majority of the members of the City Council of the City of Austin, and (b) by the owner(s) of the property at the time of such modification, amendment or termination.

WHEREAS, subsequent to the Restrictive Covenant being placed on the Restricted Parcel, the Restricted parcel was subdivided and a portion of the Restricted Parcel consisting of approximately 6.901 acres, more particularly identified as Lot 2, The Sidney Subdivision, a Subdivision of Record in Book 87, Page 36B-36C of the Plat Records of Travis County, Texas ("Lot 2"), was conveyed to Owner.

WHEREAS, the Owner, being the current owner of Lot 2, desires to amend the Restrictive Covenant as to Lot 2 to remove the restriction that Lot 2 only be used for Automotive Sales Dealerships but retain a restriction that Lot 2 not be used for Pawn Shop Services or Residential Treatment.

WHEREAS, the City Council and the Owner agree the Restrictive Covenant should be amended by this amendment ("Amendment").

A-30-09 #50

NOW, THEREFORE, for and in consideration of the premises and mutual promises, covenants, and agreement hereinafter set forth, the City of Austin and the Current Owner agree as follows:

- 1. The City hereby releases Lot 2 from the restrictions in Paragraphs 1, 2, and 3 of the Restrictive Covenant that limit the use of Lot 2 to Automotive Sales Dealerships, thereby allowing all legal uses on Lot 2 within the applicable zoned uses, with the exception of Pawn Shop Services and Residential Treatment.**
- 2. The Owner declares that Lot 2 is subject to and impressed with the following restrictive covenants running with land and binding the current Owner, its heirs, successors, and assigns:**
 - a. Lot 2 shall not be used for Pawn Shop Services. The term "Pawn Shop Services" use means that term as defined by the City of Austin's City Code governing zoning uses, as that term may be redefined from time to time, and as currently so defined to include use for the lending of money on the security of property pledged in the keeping of the pawnbroking, and the incidental sale of the property; and**
 - b. Lot 2 shall not be used for Residential Treatment. The term "Residential Treatment" use means that term as defined by the City of Austin's City Code governing zoning uses, as that term may be redefined from time to time, and as currently so defined to include: (i) use for 24 hour supervision, counseling, or treatment for more than 15 residents not needing regular medical attention, (ii) alcohol and chemical dependency rehabilitation facilities, (iii) facilities to which persons convicted of alcohol or drug related offenses are ordered to remain under custodial supervision as a condition of probation or parole, and (iv) residential care facilities and halfway houses for the emotionally ill.**
- 3. Except as expressly provided for in this Amendment, each and every one of the terms, conditions, and provisions of the Restrictive Covenant, as set forth therein, remains unaffected and shall continue in full force and effect on and after the effective date of this Amendment.**
- 4. The limited release and restriction set forth in this Amendment are strictly limited to the uses of Lot 2 and in no way affect the use of, owner of or title to the remainder of the Restricted Parcel.**
- 5. The underlying base zoning district applying to Lot 2 remains unaffected by this Amendment.**
- 6. The City Manager, or his designee, shall execute, on behalf of the City, this Amendment of Restrictive Covenant for Zoning File No. C14-84-457, as authorized by the City Council of the City of Austin. The Amendment of Restrictive Covenant shall be filed in the Official Public Records of Travis County, Texas.**

THE STATE OF TEXAS

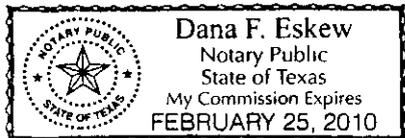
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COUNTY OF TRAVIS

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This instrument was acknowledged before me on this the 8 day of May, 2009, by Sue Edwards, as Assistant City Manager of the City of Austin, a municipal corporation, on behalf of said municipal corporation.



Dana F. Eskew
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

City of Austin Law Department
P.O. Box 1088
Austin, Texas 78767-1088
Attn: Diana Minter, Paralegal

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2009 May 08 03:29 PM 2009075636

CARTERT \$28.00

DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS